

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**RUSSELL CORNELL, individually
and on behalf of all others
similarly situated**

Plaintiff,

V.

NINE ENERGY SERVICES, L.L.C.

Defendant.

[illegible]

Docket No. 4:15-cv-0620

JURY TRIAL DEMANDED

COLLECTIVE ACTION

PURSUANT TO 29 U.S.C. § 216(b)

**JOINT STIPULATION AND PROPOSED ORDER
REGARDING NOTICE TO POTENTIAL CLASS MEMBERS**

Plaintiff Russell Cornell (“Plaintiff”) and Defendant Nine Energy Service, LLC (“Defendant”) file this Joint Stipulation and Proposed Order Regarding Notice to Potential Class Members and request the Court’s approval of such stipulation.

1. In the interest of judicial economy and by agreement of the Parties, Plaintiff and Defendant request that this Court conditionally certify this lawsuit as a collective action for purposes of notice and initial discovery under the Fair Labor Standards Act, 29 U.S.C. §216(b). The parties agree to three sub-classes for these purposes consisting of:

All current and former employees of CDK Perforating, LLC (“CDK”) or Nine Energy Service, LLC (“Nine”), who were employed by CDK or Nine in conjunction with the CDK business during the time period _____, 2012¹ to the present in one or more of the following job titles:

- **TCP Field Technician or TCP Field Hand**
- **Wireline Operator, Wireline Junior Operator or Wireline Operator I-IV**
- **Wireline Lead Operator, Wireline Senior Operator or Wireline Senior Operator I-III**

¹ Date to be three years prior to the date that Order requested herein is entered by the Court.

(the potential “Class Members”).

2. The Parties stipulate that the Notice and Consent (attached hereto as Exhibits A and B and with dates to be filled in to reflect the date noted in footnote 1 above and to satisfy the deadlines set forth herein) are appropriate for informing the Class Members of their right to opt in to this lawsuit.

3. Nothing in this Stipulation or in the Notice and Consent shall be interpreted as limiting, waiving, or modifying any of the Parties’ claims and/or defenses, including any claims or arguments Defendant may have with respect to de-certification. For the avoidance of doubt, the parties acknowledge that Defendant reserves the right to dispute whether classes or particular sub-classes are appropriate for later stages of this litigation and reserves the right to dispute whether particular individuals are appropriate representative plaintiffs with respect to any stipulated or putative class or sub-class.

4. This Stipulation is not an admission as to any underlying substantive issue in this controversy. For the avoidance of doubt, Defendant has denied and continues to deny that it has engaged in any wrongdoing and that any putative Class Member is entitled to any relief and that the putative Class Members are similarly situated.

5. The Parties agree that within fifteen (15) business days of the Court approving this stipulation by signing below, the Defendant shall provide to Plaintiff’s counsel the following information, to the extent known by Defendant: (a) the names of Class Members; and (b) each Class Member’s current or last known home address. Defendant shall provide such information in a computer-readable format, such as in a Microsoft Excel Spreadsheet (“Class List”).

6. The Parties stipulate that Plaintiff’s counsel will provide a copy of the agreed Notice and Consent via first-class mailing to all persons on the Class List. The mailing shall also

include a self-addressed, stamped envelope. The mailing shall occur on the same day and be the sole form of notice. On the day that the Notice and Consent forms are sent out, Plaintiff's counsel will notify counsel for Defendant that the mailing has been completed.

7. After thirty (30) days, Plaintiff's counsel may send a reminder postcard via the same method described here. At their expense, Plaintiff's counsel may hire a third-party class action administration company to oversee the mailing of the Notice and Consent. Signed consent forms shall be filed with the Court.

8. It is further ORDERED that the class members shall have sixty (60) days from the date of the initial mailing of the Notice (described in paragraph 7 above) to file with the Court their Consent opting into this lawsuit as plaintiffs. Plaintiffs who file their Consents after the deadline may join this case only by consent of all parties or by court order upon good cause shown.

SIGNED on _____, 2015.

THE HONORABLE KEITH P. ELLISON
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

/s/ Michael A. Josephson

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